

BILL NO. S-77-10-02

SPECIAL ORDINANCE NO. S- 220-77.

AN ORDINANCE approving a contract with Stookey Cement Contractor for Direct Rehab on property at 3118 Bowser Street in the Oxford Weisser Park Impact Area Urban Homesteading, for Community Development & Planning.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated September 27, 1977 between the City of Fort Wayne, by and through its Mayor and the Community Development & Planning, Neighborhood Care, Inc., and Stookey Cement Contractor, for:

Direct Rehab on property at:

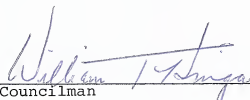
3118 Bowser Street in the Oxford Weisser

Park Impact Area Urban Homesteading

\$4,860.00

all as more particularly set forth on Civil City Purchase Order No. 42392, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by

Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 10-11-77

Charles W. Winterman  
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOSS~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 10-25-77

Charles W. Winterman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-220-77 on the 25th day of October, 1977

ATTEST: (SEAL)

Charles W. Winterman  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of October, 1977 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Winterman  
CITY CLERK

Approved and signed by me this 26th day of October, 1977, at the hour of 4:00 o'clock P. M.E.S.T.

Robert Armstrong  
MAYOR

Bill No. S-77-10-02

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Stookey Cement Contractor for Direct Rehab on  
property at 3118 Bowser Street in the Oxford Mettesser Park Impact Area  
Urban Homesteading, for Community Development & Planning

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

*William T. Hinga*

*James S. Stier*

*Vivian G. Schmidt*

*Paul M. Burns*

*Fredrick Hunter*

10-25-77  
DATE

CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK



## THE CITY OF FORT WAYNE

COMMUNITY DEVELOPMENT & PLANNING  
division of neighborhood care

September 29, 1977

The Common Council  
Fort Wayne, IN 46802

Gentlemen and Ms. Schmidt:

The Department of Community Development and Planning respectfully request "Prior Approval" to pay the lowest bid contractor \$4,680 for rebuilding the foundation at 3118 Bowser, a property owned by Neighborhood Care, Inc., for Homesteading. The property in question is being homesteaded by Freddie and Etta Gray; Etta Gray is the Secretary for Neighborhood Care, Inc.

Due to extensive rain, a basement wall collapsed and the entire structure was in danger of being a total loss. Because of the emergency situation, action had to be taken immediately.

Prior Approval is being requested in order to pay the Contractor, who acted upon Neighborhood Care's request as soon as it was possible for him to make the arrangements to do the job.

Attached are the copies of the three bids submitted on the property.

Sincerely,

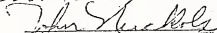
  
R. Steven Hill, Director

  
Robert E. Armstrong, Mayor

/eg

APPROVED:

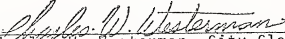
  
Vivian H. Schmidt

  
John A. Miller

  
Samuel J. Talarico

MEMBERS OF COUNCIL

ATTEST:

  
Charles W. Westerman, City Clerk





CLAIM NO. \_\_\_\_\_ WARRANT NO. \_\_\_\_\_

IN FAVOR OF

Stookey Cement Contractors

4711 Manistee Drive

Fort Wayne, IN 46802

\$ 4,860.00

ON ACCOUNT OF APPROPRIATION

FOR 34-433-001

P.O. 42392

ALLOWED \_\_\_\_\_ 19 \_\_\_\_\_

IN THE SUM OF \$ 4,860.00

I have examined the within claim and here-  
by certify as follows:  
That it is in proper form.  
That it is duly authenticated as required by law.  
That it is based upon { contract  
statutory authority  
correct  
incorrect  
That it is apparently

Click-Treasurer

SEPTEMBER 27 1972

CERTIFY THAT THE WITHIN BILL IS TRUE AND CORRECT. THAT THE SUPPLIES AND MAT-  
RIALS THEREIN ITEMIZED AND FOR WHICH CHARGE IS MADE WERE ORDERED BY ME AND WERE  
NECESSARY TO THE PUBLIC BUSINESS. THAT EACH AND EVERY ITEM HAS BEEN DELIVERED TO  
ME AT PRICES MENTIONED AND WAS IN ACCORDANCE WITH CONTRACT, EXCEPT \_\_\_\_\_

CLAIM NO. \_\_\_\_\_ WARRANT NO. \_\_\_\_\_

IN FAVOR OF

STOOKEY CEMENT CONTRACTOR

4711 MANISTEE DRIVE

FORT WAYNE IN 46815

\$ 4860.00

ON ACCOUNT OF APPROPRIATION

FOR 34-433-001

P.O. 42392

ALLOWED \_\_\_\_\_ 19 \_\_\_\_\_

IN THE SUM OF \$ 4860.00

9-27-72 CDR J. Tom

DUPLICATE

# Memorandum

To Whom It May Concern

Date 9-23, 1977

From Ethel E. Watson

Subject 3118 Bowser -

## COPIES TO:

In as much as Freddie and Etta Gray did in fact make application for consideration in becoming Homesteaders, in our Homesteading Program on 9-24-76 and did in compliance with Homesteading Agreement, signed 11-11-76 for the property, commonly known as Lot 125, Drexel Park Addition, 3118 Bowser Street, City of Fort Wayne, completed renovation and repair code deficiencies listed in Minimum Housing Inspection Report 9-5-75.

However, extensive rain and water damage to structure did occur while the Gray's were in final stages of process of renovating and one complete wall did collapse; the structure was considered dangerous and inhabitable even for repairs already done. The decision of Director of Community Development & Planning, Dr. C. J. Owen, who went to personally view damage and myself, was to protect both the investment of Neighborhood Care, Inc. and the Gray's and have walls replaced.

At this point, we obtained three (3) bids for work to be done (copies attached) and proceeded with lowest bid submitted by Stookey Cement Construction, in the amount of \$4,860.00 and we are paying this from our Urban Homesteading Revenue Sharing allocation.

Property was scheduled for demolition because of extent of repairs needed and we feel the program objective has been credited by the blighted structure in a very nice neighborhood.

Board members made a visit to see the structural damage on April 21, 1977, after the rain had caused wall to collapse and were in favor of saving the structure; they were very pleased with progress of renovation.

F. R. DODD + ET AL GRAY  
 STREET  
 3118 BOWSER  
 CITY, STATE AND ZIP CODE

PHONE

456-6711

DATE

8/9/77

JOB NAME

JOB LOCATION

3118 BOWSER

We hereby submit specifications and estimate for:

REPLACE 4 BASEMENT WALLS 10" THICK; 4000 MIX  
 PORTLAND CEMENT CONCRETE REINFORCED WITH #5 BAR 2 FEET ON  
 CENTER AND TIE WITH HORIZONTAL #5 BAR EVERY 4 FEET.  
 BREAK OUT EXISTING FLOOR AND POUR 4" FLOOR  
 REINFORCED WITH 6" HARDWARE CLOTH AND FURNISH WITH  
 SUMP WELL.

We therefore hereby to furnish material and labor — complete in accordance with above specifications, for the sum of

dollars (\$ 8757.00

Payment to be made as follows:

## "NOTICE TO OWNER"

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under this law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition, to any conditions for the performance of the contract, be conditioned on the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

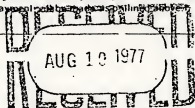
Authorized  
Signature

Ante Talbury

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment shall be made as specified.

Date of Acceptance:



Signature \_\_\_\_\_

Signature \_\_\_\_\_

84

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. We do no electrical, plumbing or carpenter work, except our own form building.

complete



# Proposal

Freddie + Otta King

PROPOSAL SUBMITTED TO

3118 BOWSER

STREET

FT WAYNE Ind

CITY, STATE AND ZIP CODE

PHONE

456-6211

DATE

8-7-77

JOB NAME

JOB LOCATION

3118 BOWSER

We hereby submit specifications and estimates for:

Taking out existing walls in basement allow  
tear out floor install new 10" concrete walls  
and 4" floor, install sump pump we do not  
guantee any walls cracking or outside  
land sloping at this price

The Proposer hereby to furnish material and labor — complete in accordance with above specifications, for the sum of

Payment to be made as follows:

dollars (\$ 6755.00 )

## "NOTICE TO OWNER"

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under this law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned on the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Authorized  
Signature

*Steve Tibbitts*

Note: This proposal may be

withdrawn by us if not accepted within \_\_\_\_\_ day

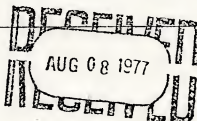
Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Signature

84



when you receive your invoice, please make the full payment to the above address.

☐ CIVIL CITY

# THE CITY OF FORT WAYNE

DEPARTMENTAL  
PURCHASE ORDER NO.

42392

☐ CITY UTILITIES

No. 1 EAST MAIN ST.  
FORT WAYNE, INDIANA 46802

BLANKET ORDER NO

## Stookey Cement Contractor

DATE **9/27/77**

ACCOUNT No. **34-433-001**

4711 Manistee Drive

WORK  
ORDER NO.

Fort Wayne, IN 46815

MAIL INVOICES TO

## Community Development & Planning

## Community Development & Planning

One Main Street, Room 800

One Main Street, Room 800

Fort Wayne, IN 46802

Fort Wayne, IN 46802

ALL INVOICES MUST BE IN DUPLICATE AND INCLUDE A SIGNED CLAIM ACCOMPANYING THIS ORDER

[illegible]

THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS OF 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

DEPARTMENTAL PURCHASE ORDER AND/OR  
BLANKET NO. MUST APPEAR ON ALL CAR-  
TONS, SHIPPING PAPERS, AND INVOICES.

I HEREBY CERTIFY THERE IS SUFFICIENT BALANCES IN THE  
ACCOUNTS INDICATED TO PAY FOR THE ABOVE ORDER.

## ACCOUNT MANAGER

APPROVED BY: DIRECTOR OF PURCHASES

APPROVED BY STATE BOARD OF ACCOUNTS FOR  
CITY OF FORT WAYNE—1974

FORM No. MP-1-7-74-B

CONTROLLER/ACCOUNT'S PAYABLE

# CONTRACT

FREE ESTIMATES

## STOOKEY CEMENT CONTRACTOR

Specialist --- Basement Replacement or Repair

JAMES STOOKEY

PHONE 485-0116

4711 MANISTEE DR.

FORT WAYNE, INDIANA 46815

PROPOSAL SUBMITTED TO:

DATE 9/22/77

Etta J. Gray  
5118 Bowser, St.  
St Wayne, Ind.

CUSTOMER'S PHONE:

456-6711

We hereby submit specifications and estimates for:

(We will use 4000 test concrete)

Total price for basement work.  
Walls and floor.

\$4,860.00

We have half of the basement work completed,  
which would be.

\$2,430.00

Then the balance would be

\$2,430.00

John M. Stookey

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of:

dollars (\$) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. We do no electrical, plumbing or carpenter work, except our own form building.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature

# CONTRACT

FREE ESTIMATES

## STOOKEY CEMENT CONTRACTOR

Specialist --- Basement Replacement or Repair

JAMES STOOKEY

PHONE 485-0118

4711 MANISTEE DR.

FORT WAYNE, INDIANA 46815

Home 745-9489

PROPOSAL SUBMITTED TO:

DATE 8/2/77

30 Mike Pearl  
Neighborhood Care  
Room 880 8th floor  
City County Bldg.

Work at 3118 Bowser

CUSTOMER'S PHONE:

423-7431

We hereby submit specifications and estimates for:

(We will use 4000 test concrete)

we will use 4000# test concrete. Take out old walls and pour new 9"b10" thick to about ground level. Then lay 2 to 3 rows of new plain blocks on top of new walls to house plate, there will be 4 rows of 5" steel rods horizontal of the walls and 5" steel rods upright every 4ft. apart. Layer of visqueen between dirt and new walls for moisture barrier. Walls vibrated and faced. Corners braced and tied with steel 3" drain tile around inside perimeter of basement under edge of floor to new sump hole. You would have to buy a pump. We do not furnish the pump. 4 new metal frame windows. Take out old floor and pour new 4" thick with 3/8" steel rods every 2 1/2 ft squares in floor. Layer of visqueen between dirt and new floor for moisture barrier. Gravel base. Price \$4860.00

We do no lawn work of any kind for any reason. In old house like this one we do no plaster work of any kind for any reason. We do not cause any major damage to home, but sometime we might get a crack once in awhile. We will not be responsible for any cracks. Work is being bid with quality materials. The price above includes all labor and materials. We pay for materials as we do the work.

We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of:

Four Thousand Eight Hundred Eighty dollars (\$4860.00) with payment to be made as follows:  
50% per cent down, when job is started, 1000.00 more when job is 3/4 way done, balance to be paid when the work is complete.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. We do no electric, plumbing or carpenter work, except our own form building.

Authorized Signature

James Stookey

Note: This proposal may be withdrawn by us if not accepted within 14 days.

### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date

Signature



3823  
Red

Admn. Appr. \_\_\_\_\_

DIGEST SHEET

TITLE OF ORDINANCE Special Appropriation Ordinance *S. 77-10-02*

DEPARTMENT REQUESTING ORDINANCE CD&P Neighborhood Care

SYNOPSIS OF ORDINANCE Allow Neighborhood Care to pay Contractor  
for replacing four walls and floor in basement at 3118 Bowser

8-2-77 the basement walls caved in and we needed to take

emergency to keep the house from falling into the basement.

Prior Approval Attached

EFFECT OF PASSAGE Neighborhood Care will pay bill

EFFECT OF NON-PASSAGE Bill would not be paid

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$4,860.00

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_

*Finance*